


**SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

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L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Contractor is cautioned that the listed provisions may include blocks that must be completed by the Contractor and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Contractor may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at the following address:

<https://www.acquisition.gov/far/>

<http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation>

The following provisions are incorporated by reference:

Provision No.	FAR/DEAR Reference	Title
L.1.a	FAR 52.204-7	System for Award Management (JUL 2013)
L.1.b	FAR 52.204-16	Commercial and Government Entity Code Reporting (NOV 2014)
L.1.c	FAR 52.215-1	Instructions to Offerors – Competitive Acquisition (JAN 2004)
L.1.d	FAR 52.215-16	Facilities Capital Cost of Money (JUN 2003)
L.1.e	FAR 52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
L.1.f	DEAR 952.204-73	Facility Clearance (MAR 2011)
L.1.g	DEAR 952.219-70	DOE Mentor-Protégé Program (MAY 2000)

L.2 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price (FFP) contract with Non-Fee Bearing Cost Reimbursable (CR) Contract Line Item Numbers (CLINs) for Other Direct Costs.

L.3 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)/DEAR 952.233-2 SERVICE OF PROTEST (MAY 2010)

- (a) Protests, as defined in section 33.101, Definitions, of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

United States Department of Energy
Environmental Management Consolidated Business Center
Office of Contracting
250 East 5th Street, Suite 500
Cincinnati, Ohio 45202
Attention: LeAnn Brock

Telephone: (513) 246-0563
Facsimile: (513) 246-0529
E-mail: leann.brock@emcbc.doe.gov

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) Another copy of a protest filed with the GAO shall be furnished to the following address within the time period described in paragraph (b) of this clause:

U.S. Department of Energy
Assistant General Counsel for Procurement and
Financial Assistance (GC-61)
1000 Independence Avenue, S.W.
Washington, DC 20585
Fax: (202) 586-4546

L.4 DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (AUG 2009)

- (a) If a protest of this procurement is filed with the Government Accountability Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to 48 CFR [33.104](#)(a)(3)(ii), implementing section 1065 of Public Law 103- 355. Such request must be in writing and addressed to the Contracting Officer for this procurement.
- (b) Any offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective offerors in accordance with the requirements of 48 CFR [33.104](#)(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

L.5 DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth in 48 CFR [933.103](#), elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the Contracting Officer prior to filing a protest.

L.6 OFFER ACCEPTANCE PERIOD

Proposals submitted in response to this solicitation shall remain firm for at least 240 calendar days

after the date specified for receipt by the Government and shall contain a statement to this effect. In addition, the Offeror shall insert "240" (or a larger number) into Block 12 of Standard Form (SF) 33, Solicitation, Acceptance, and Award.

L.7 DOE-L-1004 NUMBER OF AWARDS

It is anticipated there will be one award resulting from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if considered to be in the Government's best interest to do so.

L.8 DOE-L-1005 FALSE STATEMENTS

Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

L.9 DOE-L-1006 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal, or in making necessary studies or designs for the preparation thereof or for acquiring or contracting for any services relating thereto.

L.10 DOE-L-1012 GUIDANCE FOR PROSPECTIVE OFFERORS – IMPACT OF TEAMING ARRANGEMENTS ON SMALL BUSINESS STATUS

- (a) This procurement has been set aside for small business. In order to ensure that award is made to an eligible small business, prospective Offerors, in consultation with legal counsel, are encouraged to review the Small Business Administration's (SBA's) size eligibility standards found at Title 13 of the Code of Federal Regulations, Section 121 (13 C.F.R. § 121). In particular, Offerors proposing a joint venture, subcontracting, or another form of teaming arrangement should review 13 C.F.R. § 121.103, "How does SBA determine affiliation?" prior to submitting a proposal.
- (b) The SBA is the sole authority for making determinations of small business status for small business programs. Such determinations are binding on the Offeror and the Contracting Officer. Accordingly, a finding by the SBA of affiliation between an Offeror and its proposed team member(s) or subcontractor(s) may result in the Offeror being found to be other than a small business and therefore ineligible for contract award.
- (c) Business concerns are considered to be affiliates of each other if either one directly or indirectly controls or has the power to control the other, or if another concern controls both. In determining whether affiliation exists, factors such as common ownership (stock ownership or options, convertible securities and agreements to merge), common management, and contractual relationships are considered. An Offeror will also be found to be affiliated with its subcontractor(s) if the Offeror is unusually reliant upon its subcontractors or if the subcontractor(s) will perform primary and vital requirements of a contract.
- (d) The SBA has issued several decisions concerning its evaluation of affiliation of an Offeror and its proposed subcontractor(s). The following examples set forth characteristics that the SBA has reviewed in considering the question of affiliation and may assist prospective Offerors in developing any teaming arrangements and their proposals.

- (1) The SBA considers whether proposed subcontracting, partnership, joint venture, or other teaming arrangements contain discrete descriptions of the tasks or work to be performed by each party. The SBA considers whether the Offeror or, if the Offeror is a joint venture or partnership, the joint venture participants or partners, perform the primary or vital portions of the Statement of Work. The SBA considers whether teaming arrangements clearly set forth the relationship between the parties, as well as the individual roles and responsibilities assigned.
- (2) The SBA considers whether there is a clear separation of facilities, employees, and management (decision-making authority) between the Offeror and any entities with which it has teaming arrangements.
- (3) The SBA considers the extent to which the Offeror directly employs Key Personnel (Program Manager, Project Manager, etc.).
- (4) If the Offeror is an eligible small business prime contractor, the SBA considers whether the majority of the technical expertise resides with the Offeror. If the Offeror is an eligible joint venture, the SBA considers whether the majority of the technical expertise resides among the joint venture members.
- (5) The SBA considers the Offeror's profit sharing arrangements with its proposed subcontractor or other entities.
- (6) In reviewing affiliation between the Offeror and its proposed subcontractors or entities with which the Offeror has a teaming arrangement, SBA considers the previous contractual or business relationships between the Offeror and that entity.

L.11 DOE-L-1013 ALTERNATE PROPOSALS

Alternate proposals are not solicited, are not desired, and will not be evaluated.

L.12 DOE-L-1015 NOTICE OF INTENT - USE OF NON-FEDERAL EVALUATORS AND ADVISORS

The Government may utilize non-federal advisors for evaluating proposals received in response to this solicitation. Such evaluators and/or advisors shall be required to sign Nondisclosure Agreements in accordance with DEAR 915.207-70-(f) (6).

Under the statutes governing Procurement Integrity, non-federal advisors may not disclose any information learned by participating in this acquisition. Any company that employs such an individual, after his or her service as an advisor, cannot lawfully seek procurement-sensitive information, and any attempt to do so constitutes a violation of the Procurement Integrity Act, 41 U.S.C. § 423.

L.13 DOE-L-1016 CONTACTS REGARDING FUTURE EMPLOYMENT

Offerors may contact incumbent contractor employees about future employment except where prohibited by law. These contacts must take place outside the normal working hours of the employees.

L.14 AVAILABILITY OF REFERENCE DOCUMENTS

Referenced documents are available for offerors for information and use in connection with preparing an offer, and other written proposal information under this RFP will be made available. A current listing of the referenced documents available can be found via the EMCBC Environmental

Management (EM) Headquarters (HQ) Information Technology (IT) Services procurement website at:

https://www.emcbc.doe.gov/SEB/EM_HQ_IT_Services/

L.15 INTENTION TO PROPOSE

In order to enable us to anticipate the number of proposals to be evaluated, as an optional courtesy to DOE, Offerors are requested to submit via email a “Notice of Intent to Propose” to the Contract Specialist, Jodi Gordon at jodi.gordon@emcbc.doe.gov within 10 calendar days of proposal due date. The email shall contain known Offeror information such as the name of the Offeror, Company Division and information on all teaming members, and subcontractors, etc.; and appropriate contact information such as address and telephone number of the company. Failure to provide this advance notification does not preclude an Offeror from submitting an offer under this solicitation.

L.16 QUESTIONS ON SOLICITATION

Questions concerning this solicitation must be submitted via email to jodi.gordon@emcbc.doe.gov and leann.brock@emcbc.doe.gov by [TBD], to allow sufficient time before the submission of proposals. Any questions received after such time may not be answered and may not be a basis for amending this RFP. Each question should clearly specify the RFP area to which it refers.

Responses to submitted questions will be made available as practicable via the EMCBC EM HQ IT Services procurement website:

https://www.emcbc.doe.gov/SEB/EM_HQ_IT_Services/questions_and_answers.php

Any information concerning this solicitation will be furnished promptly to all prospective Offerors, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective Offerors. The identity of the prospective Offerors asking questions will be withheld.

The Government will not respond to questions submitted by telephone or in person at any time (excluding the scheduled one-on-one sessions). Contractors are encouraged to periodically check the procurement website to ascertain the status of any answers to questions, as hard copies will not be distributed.

L.17 AWARD WITHOUT DISCUSSIONS WITH CONTRACTORS

The Government intends to evaluate proposals and award a contract without discussions with offerors. It is particularly important that each Contractor be fully responsive in providing their best offer initially, since there may be no opportunity to expand, clarify or revise proposals at a later date.

Contractors' initial proposals shall be reviewed to determine whether they satisfy the requirements of this solicitation. The Contracting Officer may eliminate those proposals so grossly and obviously deficient as to be totally unacceptable on their face from further consideration before the initial evaluation.

Failure of Contractors to respond or follow the instructions regarding the organization and content of any of the proposal volumes may result in the Contractor's entire offer, consisting of Volumes I

through III being eliminated from the initial evaluation. If such an offer becomes eliminated from initial evaluation, revisions to any of the proposal volumes will not be considered for evaluation.

L.18 AMENDMENT OF THE SOLICITATION

The only method by which any term of this solicitation may be modified is by an express, formal amendment generated by the Contracting Officer. No other communication made at any scheduled pre-solicitation conference or subsequent discussions, whether oral or in writing will modify or supersede the terms of this solicitation. Receipt of an amendment to the solicitation by a Contractor must be acknowledged in accordance with the solicitation provision, FAR 52.215-1 "*Instructions to Contractors - Competitive Acquisition*." Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

L.19 ELECTRONIC MEDIA – RFP AND AMENDMENT DISTRIBUTION

In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used exclusively and will be the sole method used for distributing the RFP and amendments to the public. The RFP and any amendments will be posted via FedBizOpps and the FedConnect website at:

<https://www.fbo.gov/>

and

<https://www.fedconnect.net/FedConnect/Default.htm>

The FedConnect electronic medium will constitute the official distribution method for this RFP.

The RFP, related reference documents, any amendments, and questions and answers will also be posted to the EMCBC EM HQ IT Services procurement website at:

https://www.emcbc.doe.gov/SEB/EM_HQ_IT_Services/index.php

Offerors and all other interested parties shall maintain continual surveillance of the websites to remain abreast of the latest available information. No other communication, whether oral or in writing, will modify or supersede the terms of the RFP. The only method by which any term of the RFP may be modified is by an express, formal amendment to the RFP generated by the Contracting Officer.

L.20 DISPOSITION OF OFFERORS AND PROPOSAL INFORMATION

Proposals will not be returned. Proposals not required for official record retention will be destroyed. Drawings, specifications, and other documents supplied with the solicitation may be retained by the Offeror (unless there is a requirement for a document to be completed and returned as a part of the offer).

L.21 EXCEPTIONS OR DEVIATIONS

The Offeror's exceptions to and deviations from the solicitation's terms and conditions, including but not limited to Federal Acquisition Regulation (FAR), Department of Energy Acquisition

Regulation (DEAR), and DOE clauses are not sought and the Government is under no obligation to enter into discussions. Any exceptions, deviations, or conditional assumption to the terms of the solicitation may make an offer ineligible for award.

L.22 SMALL BUSINESS SIZE STANDARD AND SET-ASIDE INFORMATION

This acquisition is a set-aside for small businesses only. The North American Industry Classification System (NAICS) Code is 518210, *Data Processing, Hosting, and Related Services*. The size standard for NAICS Code 518210 is \$32.5M.

L.23 TIME, DATE, AND PLACE OFFERS AND PROPOSAL INFORMATION ARE DUE

- (a) The Offeror shall submit its proposal in both electronic form and paper copies. The submission of electronic proposals by means other than FedConnect is not authorized. All Offers and Proposal Information, regardless of method of delivery, must be received on or before the date and time shown in Block 9 of the SF33.
- (b) Written proposals delivered via standard, next day, or express mail, shall be marked as follows:

FROM: Offeror's Name

MAIL Original and five (5) copies TO:

U S. Department of Energy
ATTN: Jodi Gordon, Contract Specialist
250 East 5th Street, Suite 500
Cincinnati, OH 45202

Request for Proposal (RFP) No. DE-SOL-0007872

***NOTICE TO DOE MAIL ROOM: DO NOT OPEN. THIS IS A PROPOSAL UNDER THE ABOVE-IDENTIFIED SOLICITATION.**

- (c) Offers may be hand delivered to the above address, but the Offeror must phone the Contract Specialist one business day in advance to arrange delivery:

Hand carried package(s) may only be delivered during the hours 8:00 a.m. to 4:00 p.m. local time on Federal workdays. Delivery to any other location than that specified herein is unacceptable.

- (d) Notwithstanding which method of delivery the Offeror chooses to use, the **Offeror** assumes full responsibility for ensuring that the proposal is received at the place and by the date and time specified in the RFP. Such proposals must be closed and sealed as if mailing. Any offers received at the Government office designated in this provision after the exact time specified for receipt of offers is "late" and will **NOT** be considered. **Facsimile offers will not be accepted.**

L.24 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL

- (a) General: Proposals shall conform to solicitation provisions and be prepared in accordance with this section. To aid in evaluation, the proposal must be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate) and logically assembled. Extraneous,

repetitious, or wordy submissions are not desired. All pages of each part must be appropriately numbered and identified with the name of the Offeror, the date, and the solicitation number.

These instructions are provided to aid the Offeror in the preparation of their proposal. These instructions and the information contained in these instructions are not evaluation factors for this solicitation.

- (b) Reference Material: DOE has established a website that contains various reference documents and relatable organizational web links for the Offeror to utilize in preparing their offer. Such documents/information can be accessed at:

https://www.emcbc.doe.gov/SEB/EM_HQ_IT_Services/index.php

Offerors are cautioned that the reference documents and organizational web links contained in the above URL address are not, nor was it intended to be, all inclusive. Offerors are strongly urged to perform additional research using other available sources.

- (c) Definitions: The term "Offeror" as used in this Section L refers to the single legal entity submitting the offer which may be a "contractor team arrangement" as that term is defined in FAR 9.601(1). The Offeror may be preexisting or newly formed for the purposes of competing for this Contract.

The term "major subcontractor" as used in this Section L is defined as any proposed subcontractor that is anticipated to perform work with an estimated value of \$10 million or more over the contract period (including the option periods).

- (d) Proposal Submission: The Offeror shall submit its proposal in both electronic form and paper copies in accordance with the section L provision "TIME, DATE, AND PLACE OFFERS AND PROPOSAL INFORMATION ARE DUE" and the instructions contained herein. The submission of electronic proposals by means other than FedConnect is not authorized. FedConnect on-line is available at <http://www.fedconnect.net>. The Offeror shall be registered and have access to the FedConnect website located at <http://www.fedconnect.net>. Subcontractor submissions of proprietary information may (a) register in FedConnect and submit their information separately, identifying in the subject line the solicitation number and to whom they are a subcontractor; or (b) provide a password protected document file to the prime and share the password with the CO. Regardless of the option chosen, the subcontractor proposal must adhere to the proposal due date/time of this solicitation. Each electronic volume submitted by the Offeror should be uploaded into FedConnect as individual zip files. In addition to the electronic submission of the Offeror's proposal, Offerors shall submit the required number of paper copies of each proposal volume as indicated below. The content in the electronic copy shall be identical to the content of the paper copies. **The written hard-copy version of the proposal constitutes the official offer and proposal.** In the event of a conflict, the written proposal takes precedence over the electronic proposal.
- (e) Required Copies: The number of hard copies required is shown below.

Volume I, The Offer – 1 Original, 5 copies, and 6 CDs/DVDs
Volume II, Technical Proposal – 1 Original, 5 copies, and 6 CDs/DVDs
Volume III, Price Proposal – 1 Original, 5 copies, and 6 CDs/DVDs

The original proposal shall contain signed originals of all documents requiring signatures by the

Offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal.

- (f) Page Limitation: Page limitations apply to the Offeror's Volume II technical proposal. Volume II page limitations are provided in Section L.33 below. The Table of Contents, Title Pages, Glossary, Dividers/Tabs, Blank Pages, Cross Reference Matrix, Key Personnel Resumes, Letters of Commitment, Past Performance and Relevant Experience Reference Information Forms, and List of Contracts Terminated for Convenience or Default do not count towards the Volume II page limitations. Pages exceeding the page count limit will not be read or evaluated and will be removed. No material may be incorporated by reference as a means to circumvent the page limitation. No page limitations apply to Volume I and Volume III.
- (g) Binding and Labeling: Each volume shall be separately bound in three-ringed loose-leaf binders. Staples shall not be used. The outside front cover of each binder shall indicate the Offeror's name, the date of proposal submission, the solicitation number, the title of the solicitation, and the copy number (i.e., sequentially number the required copies with the original being labeled "Original"). The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position.
- (h) CDs/DVDs: The cover and outside of each CD/DVD must clearly identify the volume to which it relates. Electronic media versions of the proposal files are to be formatted in Adobe Acrobat 7.0 (PDF) or higher. The electronic media versions provided shall be searchable. The CDs/DVDs are provided for evaluation convenience only. In the event of a conflict, the written material takes precedence over the CD/DVD text. The Offeror shall submit any supporting spreadsheets or mathematical computation using Microsoft Excel 2007 or 2010. The Offeror's Excel files shall be working versions including formulas and computations.
- (i) Page Description: All pages of each volume shall be appropriately numbered, identify the name of the Offeror, the date of proposal submission, and the solicitation number. Any time a page limitation is specified, a page is defined as a single side. All pages of the proposal shall be submitted on 8 1/2" x 11" sheets. Printing is to be double-sided. Print type used in the text portions of the proposal shall be no smaller than size 12, single spaced, and font type shall be Times New Roman. Page margins (distance between the edge of the page and the body of the proposal) shall be 1-inch on the top, bottom, left and right sides of the page. Those pages that exceed the limits set forth in this solicitation will not be considered in the evaluation.

Graphs and spreadsheets where necessary must be 12 point or larger Times New Roman font type. Foldouts of charts, tables, diagrams or design drawings shall not exceed 11 x 17 inches and will be considered as two pages. Foldout pages shall fold entirely within the volume. Page margins for the foldouts shall be a minimum of one inch at the top, bottom and each side.

- (j) Cover Letter: A cover letter shall be provided with each proposal volume as the first page. The cover letter does not count towards any page limitation and shall include the following:
 - (1) The solicitation number;
 - (2) The name, address, telephone numbers, and electronic addresses of the Offeror;
 - (3) Names, titles, telephone numbers, and electronic addresses of persons authorized to negotiate (if required) and sign the proposal in connection with this solicitation;

- (4) The complete legal name and address of the Offeror and other participants to be used in any resulting contract. Provide Dun and Bradstreet, Inc. (D&B) Data Universal Numbering System (DUNS) number for the Offeror, each team member, and any proposed subcontractor regardless of the dollar amount of work they are proposed to perform since a FOCI determination will be required;
- (5) The name, address, telephone number, and electronic address of the individual in the Offeror's organization to be contacted, if necessary, during evaluation of the proposal;
- (6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items requested in the solicitation.
- (7) A statement that the Offeror grants to the Evaluation Team or its authorized representatives, the right to examine, for purposes of verifying the information submitted, those books, records, documents, and other supporting data that will permit adequate evaluation; and this right may be exercised in connection with any such reviews deemed necessary by the Government.
- (8) A statement to the effect that the proposal is firm for a period of not less than 240 days.
- (9) If Offerors include data in their proposal that they do not want disclosed to the public, or used by the Government except for evaluation purposes shall mark the cover letter with the following legend:

“This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets *[insert numbers or identify all]*.”
- (k) Restriction of Data: Mark each sheet of data that is to be restricted with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”
- (l) Table of Contents: The Offeror shall incorporate a table of contents into each proposal volume, which identifies the section, sub-section, paragraph titles, and page numbers. Also include a list of all tables and figures.
- (m) Glossary: The Offeror shall incorporate a glossary of all abbreviations and acronyms used for each volume.
- (n) Cross Reference Matrix: The Offeror shall provide a completed Cross Reference Matrix which correlates the proposal by page and section or sub-section number to the Performance Work Statement, (PWS), Section L, and Section M. This cross reference matrix shall be placed in Volume II immediately after the glossary section.

- (o) Classified Information: The Offeror shall not provide classified information in response to this solicitation.
- (p) Point of Contact: The CO is the sole point of contact during the conduct of this procurement.
- (q) Errors or Omissions: The RFP is considered complete and accurate in every detail and adequately describes the Government's requirements. If the Offeror feels any part of the RFP contains an error or omission, contact the CO to obtain clarification. To preclude unnecessary work and to ensure submittal of a complete proposal, the Offeror is cautioned to resolve all questionable areas with the CO prior to proposal submission.
- (r) Changes to the RFP: No changes to this RFP will be effective unless they are incorporated into the solicitation by a written and signed amendment issued by the CO.
- (s) Information Provided: The Government will evaluate on the basis of information provided in the proposal and in accordance with the evaluation factors specified in Section M. The Government will not assume that an Offeror possesses any capability unless such a capability is established in the quotation.
- (t) Disposition of Proposals: Proposals will not be returned.

L.25 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME I, OFFER AND OTHER DOCUMENTS

Volume I, Offer and Other Documents, consists of the actual offer to enter into a contract to perform the required work, as identified in the following paragraphs. The signed original(s) of all documents requiring signature by the Offerors shall be contained in the original volume(s). No price/cost information shall be included in the Volume I unless required for completion in Sections B-J of the contract (e.g., to complete Section B.3, Contract Pricing). Volume I, Offer and Other Documents, shall include the following (in the order listed):

- (a) Standard Form (SF) 33: The Standard Form 33 shall be fully executed by an authorized representative of the Offeror. The person signing the SF33 must have the authority to commit the Offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects. The acceptance period entered on the Proposal Form by the Offeror must not be less than that prescribed in the solicitation provision entitled "Offer Acceptance Period", which must apply if no other period is offered. The Offeror's completed SF 33 shall include acknowledgement of all amendments, if any. The form shall be used as the second page of each copy of Volume I, Offer and Other Documents, after the cover letter. By signing and submitting the SF 33, the Offeror commits to accepting the resulting Contract as written and to comply with the other provisions of the solicitation. Any exceptions or deviations by the Offeror to the terms and conditions stated in this solicitation for inclusion in the resulting Contract may make the offer unacceptable for award.
- (b) Exceptions and Deviations: Exceptions and/or deviations are not sought and the Government is under no obligation to enter into discussions. However, any exceptions and/or proposed deviations taken to the terms and conditions of the proposed contract shall be identified. The exceptions and proposed deviations shall be listed in a logical sequence, such as by individual sections of the solicitation. The Offeror shall provide summary and specific cross-references to

the full discussion of exceptions or deviations taken in the other proposal volumes. The benefit to the government, if any, shall be explained for each deviation/exception taken.

IF AN OFFEROR PROPOSES EXCEPTIONS AND/OR DEVIATIONS TO THE TERMS AND CONDITIONS OF THE SOLICITATION, THE PROPOSAL MAY BE UNACCEPTABLE FOR AWARD WITHOUT DISCUSSIONS. FURTHER, THE GOVERNMENT MAY MAKE AN AWARD WITHOUT DISCUSSIONS TO ANOTHER OFFEROR THAT DID NOT TAKE EXCEPTIONS AND/OR DEVIATIONS TO THE TERMS AND CONDITIONS;

- (c) Sections B through J: Offerors shall only submit those pages requiring Offeror fill-ins as identified in the model contract (e.g., H.6, Key Personnel, etc.). All other pages of the model contract are not required for submission. Specific clauses requiring Offeror fill-in are identified below:
- (1) Section B, Supplies or Services and Prices/Costs: The Offeror shall complete the following sections in Section B:
 - a) B.3, Contract Pricing
 - (2) Section G, Contract Administration Data: The Offeror shall complete the following sections in Section G:
 - a) G.8, Defective or Improper Invoices
 - b) G.9, Contractor's Point of Contact
 - (3) Section H, Special Contract Requirements: The Offeror shall complete the following sections in Section H:
 - a) H.6, Key Personnel
 - b) H.8, Responsible Corporate Official: The Offeror shall identify by name the Responsible Corporate Official who has sole corporate (parent company(s)) authority and accountability for Contractor performance. The Responsible Corporate Official must be at a level above the Contractor who is accountable for the Contractor regarding performance issues. The Contractor shall also identify the Corporate Board of Directors.
 - c) H.19, Designation and Consent of Major Subcontractors: In accordance with the requirements of Section H Clause entitled, *Designation and Consent of Major Subcontracts*, the Offeror shall identify any subcontractors in their proposal which are proposed to perform work with an estimated value of \$10 million or more over the contract period (including option year).
 - (4) Section I, Contract Clauses: The Offeror shall complete the following clauses in Section I, if applicable:
 - a) FAR 52.219-28, Post-Award Small Business Program Representation (JUL 2013)

b) FAR 52.227-23, Rights to Proposal Data (Technical) (JUN 1987)

- (d) Joint Ventures and/or LLCs and/or Any Other Teaming Arrangements: Offerors that submit a proposal as a Joint Venture and/or LLC and/or any Other Teaming Arrangement as defined by FAR 9.601(1) shall provide full and complete information on each of the participating members/companies, as well as the proposed organization itself. If the Offeror is a joint venture or an LLC, the Offeror shall describe whether or not the Joint Venture or LLC will be populated or unpopulated.

If the Offeror's proposed organization is a joint venture, newly-formed Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship created for the purpose of performing under a resultant contract, the Offeror shall provide a complete copy of the teaming agreement(s) and operating agreement (if applicable) that describes the business arrangement between the entities. Proposals received from a joint venture, team or LLC must identify the one member/partner that will have a majority interest and be responsible for the Offeror's actions. In order to ensure that award is made to an eligible small business, the Offeror shall provide evidence that the joint venture or teaming arrangement is in compliance with the SBA's size eligibility standards found at 13 CFR 121.

The Offeror shall also provide copies or drafts of any applicable mentor/protégé agreements or arrangements, and/or arrangements with major subcontractors. After award, DOE reserves the right to require consent to subcontract(s) for each of the proposed major subcontractors or participating members/companies in accordance with FAR 52.244-2, Subcontracts (Section I).

- (e) Corporate Governance: The Offeror shall identify by name the Responsible Corporate Official who has sole corporate (parent company(s)) authority and accountability for Contractor performance. The Offeror shall name and provide affiliation of each member of the Corporate Board of Directors (or functionally equivalent entity) who will have corporate oversight of the management operations of the proposed contractor organization and key personnel. If the Offeror's proposed organization is a joint venture, Limited Liability Company (LLC), or similar entity where more than one company is involved in a business relationship created for the purpose of performing under the resultant contract, the Offeror shall provide the information required by this provision for that formal organizational element established to act in a manner that is functionally equivalent to a Corporate Board of Directors.

The Offeror shall describe the role of the Board of Directors (or functionally equivalent entity) in providing corporate oversight, corporate assurances, and resource commitments to ensure that the proposed organizational structure and Key Personnel effectively manage and accomplish the work contemplated under the contract.

- (f) Representations, Certifications, and Other Statements of Offerors: The Offeror, including any entity comprising the teaming arrangement thereof, as defined by FAR 9.601(1), and each major subcontractor, shall submit a fully completed and signed Section K, Representations, Certifications, and Other Statements of Offerors, as a part of Volume I of the proposal signed by an authorized representative of the Offeror. DOE will also review and verify each entity's most recent Representations and Certifications via the System for Award Management (SAM) at <https://www.sam.gov> by downloading a copy of the FAR report associated with each entity's "Reps & Certs" SAM record. The Offeror shall include confirmation of registration in the SAM in accordance with FAR 52.204-7, System for Award Management.

- (g) Foreign Ownership Control, or Influence (FOCI): As a part of completing Section K, an Offeror and all teaming partners and subcontractors possessing a security clearance shall provide their DOE Facility Clearance code or their DOD assigned CAGE code in Volume I. Offerors and any teaming partners and subcontractors that do not possess a DOE Facility Clearance code or a DOD assigned CAGE code shall submit the original signed and completed FOCI packet, containing the original SF-328 “Use of Certificate Pertaining to Foreign Interests,” “Summary of FOCI Data Sheet,” and if applicable, “Representative of Foreign Interest Statement.” The DOE FOCI/cognizant security office that will review the completed FOCI submission is the EMCBC. The Offeror shall select the EMCBC when prompted in the eFOCI system.
- (h) Performance Guarantee: The Offeror shall provide a fully completed and executed Attachment L-6, entitled, *Performance Guarantee Agreement*, from the ultimate corporate parent(s), which will become part of the resulting contract as a Section J attachment. The Section H clause entitled “Performance Guarantee Agreement” requires the Offeror’s parent organization(s) or all member organizations if the Offeror is a joint venture, Limited Liability Company, other similar entity, or a newly formed entity to guarantee performance of the contract. If the Contractor is a joint venture, Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship, the parent companies of the Contractor shall each provide guarantees. In order to consider the financial or other resources of the corporate parent(s), the parent(s) must be legally bound to provide the necessary resources to the Contractor and assume all contractual obligations of the Contractor. *Note: the Attachment L-6 shall only be completed if the Contractor is a joint venture, Limited Liability Company, other similar entity or a newly formed entity.*
- (i) Organizational Conflicts of Interest Disclosure: The Offeror, including any entity comprising the teaming arrangement thereof as defined by FAR 9.601(1) as well as all subcontractors, shall provide a fully executed Section K.4 “Organizational Conflicts of Interest,” and any necessary statements required by the provision. If the Offeror believes there is an existing or potential OCI, the Offeror shall submit an appropriate mitigation plan. If the Department identifies an existing or potential OCI, the Offeror shall submit any information requested by the Department, including a mitigation plan.
- (j) Equal Employment Opportunity: The Offeror (including major subcontractors, joint venture members, parent(s), and LLC members) shall provide all of the information required to perform a pre-award on-site equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include, but not be limited to, the company name, address, phone number and the point of contact for equal employment opportunity matters. This information shall be provided for the Offeror, as well as, each joint venture member and LLC member. Additionally, each first tier subcontractor with a subcontract of \$10 million or more is required to provide the information described above.
- (k) Amendments to the RFP: In addition to acknowledging amendments on the SF 33, the Offeror shall provide a statement acknowledging receipt of all amendments to the solicitation.
- (l) Additional Information: If the address shown on the SF 33 is different from the remittance address, it shall be provided along with any other information the Offeror needs to bring to the attention of the Government.

(a) **General**

- (1) The Offeror shall include the detailed information outlined below so its proposal can be evaluated in accordance with Section M, Evaluation Factors for Award. The Offeror shall structure Volume II to adhere to the headings listed below. The proposal shall provide straight-forward, concise delineation, and sufficient detail to demonstrate the Contractor's approach to successfully perform the PWS. The proposal shall not merely offer to perform work in accordance with the PWS.
- (2) In order that the Technical Proposal may be evaluated strictly on the technical merit of the material submitted, no cost/price information shall be included in the Technical Proposal, except for the size descriptions of the work the Offeror, its teaming members, and/or major subcontractors are proposed to perform that are to be provided in the Attachment L-3 Past Performance and Relevant Experience Reference Information Forms.
- (3) The Technical Proposal shall not exceed 15 pages, excluding the items listed in L.31(f).

(b) **Specific Areas to be Addressed**

Volume II, Technical Proposal, shall consist of the following specific components:

Factor 1 - Relevant Past Performance
Factor 2 - Technical and Management Approach
Factor 3 - Relevant Experience
Factor 4 - Key Personnel

- (1) **Factor 1 – Relevant Past Performance** *(The past performance write-up section shall be limited to the Attachment L-3, Past Performance and Relevant Experience Reference Information Form, which is limited to three pages per contract or project; the Attachment L-4, Past Performance Letter and Questionnaire; and the Attachment L-5, List of Contracts Terminated for Convenience or Default, no page limit.)*
 - (i) The Offeror, including any entity comprising the teaming arrangement thereof, as defined by FAR 9.601(1), and major subcontractor(s) shall submit past performance information for contracts or projects currently ongoing or completed within the last three (3) years from the date of the solicitation that encompass work similar in size, scope and complexity to the functions of the PWS each entity is proposed to perform. Size is defined as contract dollar value and duration; Scope is defined as the type of work (e.g., work as identified in the PWS); and Complexity is defined as performance challenges and risks (e.g., providing expert advice, assistance, and cost-effective solutions to respond rapidly to critical IT management issues with results based on current market and technical research, hands-on experience, and IT best practices; performing under a firm-fixed-price environment; and interfaces with DOE and other government Contractors).
The Offeror bears the burden of demonstrating the relevance and acceptability of its past performance; therefore, the Offeror is required to provide sufficient data for the Government to properly evaluate the past performance. It is the Offeror's responsibility to provide sufficient information to demonstrate the relevancy and similarity of the

references provided for past performance evaluation to the functions of the PWS that each entity is proposed to perform.

Provided past performance information shall be submitted as described below:

- The Offeror, including each entity comprising the teaming arrangement thereof as defined by FAR 9.601(1), shall submit an Attachment L-3, Past Performance and Relevant Experience Reference Information Form for three (3) contracts or projects (e.g., if the Offeror is a Joint Venture comprised of two companies, the Offeror may submit only three references total).

Each of the Offeror's major subcontractor(s), proposed to perform work with a value of \$10 million or more over the contract period (including the option periods), shall submit an Attachment L-3, Past Performance and Relevant Experience Reference Information Form for two (2) contracts or projects. **NOTE:** Information for any subcontractor that does not meet the major subcontractor threshold will not be evaluated.

On Attachment L-3 under item 20, the Offeror, each entity comprising the teaming arrangement, and major subcontractors shall provide the past performance information for each referenced contract regarding any problems they encountered and the corrective actions that they took to resolve those problems. The Attachment L-3, Past Performance and Relevant Experience Reference Information Form, shall be limited to a total of 3 pages per contract or project. The contracts/projects referenced for each entity shall be the same contracts/projects provided for Factor 3 - Relevant Experience below. The Offeror may amend the format for Attachment L-3, Past Performance and Relevant Experience Reference Information Form, as long as the exact information, font and size, and page limitations are followed.

- (ii) The Offeror, including any entity comprising the teaming arrangement thereof, as defined by FAR 9.601(1), and major subcontractor(s) shall forward the Attachment L-4, Past Performance Letter and Questionnaire, to the appropriate point of contact for each contract or project cited on an Attachment L-3 for which they performed as a subcontractor and for each contract or project cited on an Attachment L-3 for which they performed as a prime contractor that was not performed for the DOE Office of Environmental Management (EM) or for which no contractor performance data is available in the Past Performance Information Retrieval System (PPIRS) system. The point of contact for each contract or project shall complete and forward the questionnaire directly to the Contract Specialist, identified in the Sample Past Performance Letter (Attachment L-4 (Part - A)). The information provided by the point of contact must be sufficient to enable cross-referencing of the questionnaire to the corresponding Attachment L-3, Past Performance and Relevant Experience Reference Information Form, for the contract or project. The Offeror shall be responsible for following up with the point of contact to ensure that the questionnaire has been completed and returned to the DOE Contract Specialist on time. However, DOE receipt of the questionnaires is not subject to the Section L Provision, "52.215-1, *Instructions to Offerors – Competitive Acquisition*" related to late proposals. Forms not received by the proposal due date may not be considered if consideration will unduly delay evaluations. The Offeror may contact the Contract Specialist at the e-mail provided in this solicitation to confirm the receipt of any questionnaires.

- (iii) The Offeror, including any entity comprising the teaming arrangement thereof, as defined by FAR 9.601(1), and major subcontractor(s) shall provide Attachment L-5, List of Contracts Terminated for Convenience or Default (partially or completely) within the past 3 years from the date of the solicitation with an explanation for the termination provided for the Offeror or other teaming participant and/or major subcontractor for which Past Performance & Relevant Experience Reference Information Forms are being provided. If the Contractor does not have any contracts/projects to report, a blank form shall be submitted stating such.
- (iv) DOE may obtain Past Performance information through all available sources, including Federal Government electronic databases (e.g., PPIRS), readily available Government records (including pertinent prime contracts), and sources other than those identified by the Offeror.
- (v) As past performance information is source selection information, the Government will only discuss past performance information directly with the prospective prime Offeror, team member, or subcontractor that is being reviewed. If there is adverse past performance associated with a proposed subcontractor's or team member's past performance, the prime can be notified of the existence of the adverse past performance, but no details will be discussed without the subcontractor's or team member's permission.

(2) Factor 2 – Technical and Management Approach

The Offeror shall describe its understanding of and approach to performing all elements of the PWS with a particular focus on the four major elements listed below, in accordance with all applicable statutes, regulations, and DOE Orders which pertain to the activities outlined in the PWS, and considering the anticipated funding profile provided in provision L.27.

Task 3, IT Mission Systems Support
Task 4, IT Cyber Security
Task 6, Records Management
Task 11, EM Cloud

The Offeror shall provide a detailed Staffing Plan that addresses the ability to obtain, retain, and maintain the depth and breadth of qualified staff necessary to accomplish the work in a safe and efficient manner over the entire contract period. The Offeror shall particularly address any ramp-up or ramp-down of employment and the associated impacts to productivity during transition and throughout the contract period. The Offeror's Staffing Plan shall reflect the skill mix and labor hours necessary to perform each element of the PWS by CLIN. The Offeror shall identify the number of FTE employees for each organizational element separated by (1) management and supervision, including the Key Personnel (2) labor disciplines by skill mix, (3) CLIN, and (4) indicate whether employed by the prime Offeror, teaming partner or subcontractor.

The Offeror shall identify the three (3) most significant risks to successful contract performance; rationale for the identified risks and their potential impacts; and its approach to eliminate, avoid, or mitigate the three (3) most significant identified risks. If the Offeror identifies more than three (3) risks, DOE will evaluate only the first three (3).

The Offeror shall describe any technical assumptions used to determine its technical approach, including the resources to be used.

- (3) **Factor 3 – Relevant Experience** *(The relevant experience write-up shall be limited to the Attachment L-3, Past Performance and Relevant Experience Reference Information Form, which is limited to three pages per contract or project.)*

The Offeror, including any entity comprising the teaming arrangement thereof, as defined by FAR 9.601(1) shall provide a completed Attachment L-3 Past Performance and Relevant Experience Reference Information Form for two (2) contracts/projects similar in size, scope and complexity to the functions of the PWS that each entity is proposed to perform. In addition, each of the Offeror's major subcontractor(s), proposed to perform work with a value of \$10 million or more over the contract period (including the option periods), shall submit an Attachment L-3, Past Performance and Relevant Experience Reference Information Form for one (1) contract or project. These contracts/projects shall have been completed within the last three (3) years from the date of the solicitation or be currently ongoing. Relevant experience information shall describe the entity's relevant experience on that contract or project performing work similar in size, scope and complexity to the functions of the PWS that the entity is being proposed to perform as identified within the Attachment L-3 form. Size, scope and complexity are defined as follows: Size is defined as contract dollar value and duration; Scope is defined as the type of work (e.g. work as identified in the PWS); and Complexity is defined as performance challenges and risks (e.g., providing expert advice, assistance, and cost-effective solutions to respond rapidly to critical IT management issues with results based on current market and technical research, hands-on experience, and IT best practices; performing under a firm-fixed-price environment; and interfaces with DOE and other government Contractors).

The nature and scope of the work performed and any factors demonstrating relevancy to successfully completing the requirements of the PWS including any improvements implemented in the performance of the work shall be described. All information provided shall describe, in sufficient detail, the portion of the PWS that will be performed by the Offeror, the entity comprising the teaming arrangement, or major subcontractor(s) and what portion of work the Offeror or other entity performed on the referenced contract or project provided for relevant experience.

Information pertaining to Factor 3 – Relevant Experience shall only be provided within Attachment L-3. The Past Performance and Relevant Experience Reference Information Form shall be limited to a total of 3 pages per contract or project. DOE does not want and will not evaluate a summary section highlighting relevant experience that is submitted in addition to Attachment L-3. The contracts/projects referenced for each entity shall be the same contracts/projects for which Past Performance information is provided for Factor 1 - Relevant Past Performance above. However, only one Attachment L-3 form shall be provided for each reference contract or project to address both Factor 1 – Relevant Past Performance and Factor 3 – Relevant Experience

- (4) **Factor 4 – Key Personnel** *(The key personnel section is limited to resumes and Letters of Commitment. The Key Personnel Resumes are limited to three (3) pages each, exclusive of letters of commitment.)*

The Key Personnel positions shall include:

- Senior Program Manager
- Senior Technical Project Manager
- Senior Cyber Security Analyst

The Senior Program Manager will be considered more important than the Senior Technical Project Manager and the Senior Cyber Security Analyst. The Offeror shall propose the individuals who will serve in those Key Personnel positions. No Key Personnel positions should be proposed in addition to the three listed above.

Upon award, the names of Key Personnel will become part of the Section H Clause entitled, *Key Personnel*.

The Offeror shall provide written resumes using the format in Attachment L-1, *Key Personnel Resume Format*, for each proposed Key Person in order to describe each Key Person's suitability for the proposed position. The resume should include the key personnel's qualifications, education, leadership, and experience on work similar to their proposed positions. Each resume shall include only three (3) references, and shall be limited to three (3) pages. Additional pages will not be evaluated. Offerors are advised that the Government may contact any or all references to verify the accuracy of resume information. Do not provide resumes of non-key personnel. Only one resume shall be submitted per key position.

The Offeror shall provide a signed Letter of Commitment for all proposed key personnel. A signed Letter of Commitment shall be attached to each resume and will be excluded from the page limitation for the resumes. Letters of Commitment shall be provided in the format in Attachment L-2, *Letter of Commitment*. A commitment of two years is required for all proposed Key Personnel.

Failure to propose the three required Key Personnel positions will result in the Offeror's proposal being eliminated from further consideration for award. Additionally, failure to submit letters of commitment for each Key Personnel and to use the resume format identified in Attachment L-1 may result in the Offeror receiving a lower rating for this factor or the Offeror's proposal being eliminated from further consideration for award.

L.27 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME III, PRICE PROPOSAL

(a) General Information:

The Offeror shall submit a completed Price Schedule for Section B.03 entitled "Contract Pricing" and provide supporting information under this Volume III, Price Proposal, in accordance with the instructions in this section.

All price information shall be included in Volume III of the proposal. None of the pricing information contained in Volume III should be included in any other proposal volumes, except the complete Section B.3 clause shall also be submitted in Volume I in accordance with provision L.25.

All pages in the Volume III Price Proposal shall be numbered and identified in a volume table of contents. The price proposal shall be sufficiently complete so that cross-referencing to other proposal volumes is not necessary. There is no page limitation on the price proposal.

For proposal preparation purposes, Offerors shall assume:

- (1) Contract transition period, not to exceed 45 calendar days, will start **June 1, 2016**, and extend through **July 15, 2016**; and
- (2) Assumption of full responsibility for performance of the Contract requirements Base Period will start **July 16, 2016**, and extend through **July 15, 2018**.

For CLINs 00014, 00026, 00038 and 00050 “Other Direct Costs (ODCs),” this solicitation is providing the estimated dollar amounts related to ODCs during the course of the contract. The Offeror shall include the provided dollar amounts below when completing the Pricing Schedule in Section B.03, Contract Pricing, as these CLINs represent the estimated ODCs required for performance of the contract. In accordance with the Offeror’s accounting practices, the Offeror may propose an indirect rate to be applied to the ODCs. If the Offeror proposes an indirect rate to be applied, the proposed indirect rate will be incorporated as part of Section B and will become a ceiling rate over the life of the contract, including the Option periods, unless the ACO or auditor approves a change in the billing rates, and a modification is made to the contract to reflect the revised rate.

Cost Element	CLIN 00014 Base Period	CLIN 00026 (Option Period 1)	CLIN 00038 (Option Period 2)	CLIN 00050 (Option Period 3)
Other Direct Costs (ODCs)	\$4,200,000	\$2,100,000	\$2,100,000	\$2,100,000

Limitations on Subcontracting (FAR 52.219-14). In order to determine the Offeror’s compliance with the Limitations on Subcontracting clause (FAR 52.219-14), the Offeror shall identify the work scope being performed between each entity (prime vs subcontractor(s)). Offerors shall complete Attachment L-7, Limitations on Subcontracting Verification that will be used to determine compliance with the Limitations of Subcontracting clause. Per FAR 52.219-14, “At least 50% of the cost of contract performance incurred for personnel shall be expended for employees of the concern.” Each proposal submitted in response to this solicitation will be reviewed for compliance with this requirement. For purposes of determining compliance with this clause, the “cost of the contract” and the “cost of contract performance incurred for personnel” are defined in 13 CFR 125.6(e)(1) and (2). **Any proposal that does not meet this requirement may be considered unacceptable and may not be considered for award.**

The Offeror shall complete Attachment L-10, Subcontract Cost by CLIN. In order to compute the dollar amounts by CLIN for each entity (Prime Contractor, Each Major Subcontractor and All Other Subcontractors) performing work, the Offeror shall compute each entity’s total proposed costs (labor, indirects and any other than labor costs) by CLIN.

Offeror’s Proposed Accounting System Information:

- (1) A prerequisite for the award of the contract, the Offeror must have an accounting system capable of accurately collecting, segregating, and recording costs (for CR CLINS) (ref: FAR 16.301-3(a)(3)), as well as, capable of excluding unallowable costs and meeting all requirements set forth in FAR 52.216-7, Allowable Cost and Payment.
- (2) The Offeror shall provide a copy of the Government approval/determination its’ proposed accounting system is adequate for the identification, accumulation and recording of costs under Government cost reimbursable type contracts/subcontracts if the approval/determination was issued within the last three years. If the accounting system was deemed inadequate, the Offeror shall provide the corrective actions that

have been or will be taken to correct the cited issues, including the implementation time for each action. If no approval/determination has been issued within the last three years, so state.

- (3) The Offeror shall provide a copy of the most recent audit report on the proposed accounting system if the audit was performed within the last 5 years. If no accounting system audit has been performed within the last five years, so state.
- (4) The Offeror shall fully describe and explain any material changes made to the proposed accounting system since it was approved and/or audited.
- (5) If the proposed accounting system has not been formally approved by the Government within the last three years and/or audited within the last five years, or an audit determined the accounting system to be inadequate, the Offeror shall state this and provide a completed Attachment L-8, Offeror's Accounting System Information.
- (6) The information required above shall be submitted for the offeror, any major subcontractor, and, if a joint venture or newly formed entity, each member that will be performing work under the solicitation on a cost reimbursable basis.

The Offeror shall provide documentation to demonstrate adequate financial capability to complete this Contract. FAR 9.104-1(a), General Standards, requires that a prospective Offeror have adequate financial resources to perform the Contract or the ability to obtain them in order to be determined responsible. Information provided by the Offeror shall include, but shall not be limited to, the Offeror's financial statements (audited, if available) and notes to the financial statements for the last three fiscal years, as well as, any available lines of credit. This information shall be provided for all participants if the Offeror is a joint venture or other teaming arrangement. Using the above information, the Government will make a FAR Part 9 responsibility determination of the prospective awardee.

(b) **Pricing Assumptions:**

DOE is providing the following pricing assumptions which shall be used when preparing the price proposal.

- (1) For proposal preparation purposes, Offerors shall assume a funding profile as follows per Government Fiscal Year (FY) for the base and option periods:

Title	Base Period (July 16, 2016 through July 15, 2018)	Option Period 1 (July 16, 2018 through July 15, 2019)	Option Period 2 (July 16, 2019 through July 15, 2020)	Option Period 3 (July 16, 2020 through July 15, 2021)	Total
Estimated Funding	\$24M	\$12M	\$12M	\$12M	\$60M

The provided funding profile represents the Government's estimate as of the date of the solicitation of future available funding. This funding is not a guarantee of available funds. Actual funding may be greater or less than these estimates. Therefore, the Offeror may propose to perform the PWS activities at a price greater or less than the Government's anticipated funding profile. The provided funding profile is not DOE's independent government cost estimate of the work to be performed.

- (2) DOE is providing historical site data, including staffing levels, in Section L, Attachment L-9 Historical Site Information. This information shall not be construed as DOE provided pricing (i.e. plug numbers). In addition, the historical site data provided in Attachment L-9 are intended solely to provide a general overview of site experience at a cost and/or resource driven level. The Offeror is fully responsible for independently developing a price proposal and ensuring the successful performance of the PWS activities in accordance with their proposed technical approach.

L.28 LIST OF SECTION L ATTACHMENTS

- L-1 Key Personnel Resume Format
- L-2 Letter of Commitment
- L-3 Past Performance & Relevant Experience Reference Information Form
- L-4 Past Performance Letter and Questionnaire
- L-5 List of Contracts Terminated for Convenience or Default
- L-6 Performance Guarantee Agreement
- L-7 Limitations on Subcontracting (FAR 52.219-14) Verification, CLINs 1-50
- L-8 Offeror's Accounting System Information
- L-9 Historical Site Information

ATTACHMENT L-1: KEY PERSONNEL RESUME FORMAT
(The resumes for the Key Personnel shall not exceed three (3) pages.)

Name of Key Person:

Country of Citizenship: (Include any dual citizenship, if applicable):

Name of Offeror:

Name of Company with whom Key Person will be Employed:

Proposed Position with Offeror:

Availability Date and Period of Commitment: (Insert [month/date/year] for availability date; period of commitment shall be reflected from availability date forward):

Education: (Provide degree(s) earned, discipline(s), year(s) degree(s) attained, and institution(s); if degree is incomplete, identify the number of hours earned towards degree):

Experience Summary: (A succinct summary of overall experience and capabilities including duration of performance and dollar level of projects):

Duties and Responsibilities in Proposed Position:

Description(s) of Experience Relevant to Proposed Contract Assignment:

Technical Qualifications: (Include special skills, security clearance level, and relevant technical training):

Three Knowledgeable Client/Customer Business References: (Include from/to dates and name, title, company/organization, address, phone number and e-mail address (current and at least two (2) previous employers or positions)):

Letter of Commitment: (A signed letter of commitment should be attached to each resume - use the letter of commitment format specified in Attachment L-2. Page limits for resumes do not include letters of commitment):

ATTACHMENT L-2: LETTER OF COMMITMENT

The Offeror shall submit a signed Letter of Commitment from each proposed Key Personnel, which states that the information contained in the resume submitted as part of the proposal is true and correct, and that the individual will accept the proposed position. Letters of Commitment shall also include a statement that the Key Personnel will work in the proposed position for a period of not less than two years. The Letter of Commitment shall state:

“I hereby certify that the resume submitted as part of the proposal is true and correct, and _____ (insert name of individual proposed) will accept the proposed position if _____ (insert name of Offeror) receives the award and will perform in the proposed position for a period of not less than two years from the notice to proceed.”

Name (Print): _____

Signature: _____ **Date:** _____

**ATTACHMENT L-3: PAST PERFORMANCE & RELEVANT EXPERIENCE
REFERENCE INFORMATION FORM**

(Completed Form limited to 3 pages per reference contract/project)

1.	Name of Offeror Submitting Proposal:	
2.	Name of Company for which L-3 Form is being submitted:	
3.	Reference Contract/Project Number:	
4.	Name of Entity Reference Contract/Project Was Awarded To:	
5.	Name of Reference Contact Client (e.g. Government Agency or Private Entity):	
6.	Indicate if the Company (identified in #2) was a <u>Prime Contractor</u> , <u>Teaming Partner</u> , or <u>Subcontractor</u> for the Reference Contract/Project	
7.	Reference Contract/Project Client Point of Contact:	Name: Title: Telephone: Address: Reference Contract/Project Number:
8.	Reference Contract/Project Period of Performance:	
9.	Reference Contract/Project Start Date:	
10.	Reference Contract/Project Completion/Termination Date:	
11.	Reference Contract Type of Contract/Project:	
12.	Reference Contract/Project Total Value:	
13.	Reference Contract/Project Value Performed as of the Final RFP Release Date :	
14.	Portion (%) of work, including dollar amount and duration, Company (identified in #2) performed on Reference Contract/Project:	
15.	Portion (%) of work (in terms of total dollar value), including the duration, Company (identified in #2) is proposed to perform on new EM HQ IT Services Contract:	
16.	Scope Company (identified in #2) performed on reference contract/project (Describe the size and scope	

	of the work the entity performed: clearly identify the part(s) the entity performed of the referenced contract. Describe factors that demonstrate relevancy to successfully completing the requirements of the PWS the entity is proposed to perform including any improvements implemented in the performance of the work):	
17.	Scope Company (identified in #2) is proposed to perform on new EM HQ IT Services Contract: List the applicable PWS elements.	
18.	Complexity of work entity performed on referenced contract/project:	
19.	Complexity entity is proposed to perform on new EM HQ IT Services Contract:	
20.	Provide information on problems or challenges encountered on the referenced contract/project (identified in #3) and corrective actions taken to resolve those problems:	

ATTACHMENT L-4: PAST PERFORMANCE LETTER AND QUESTIONNAIRE

For each referenced contract for which the work was not performed for DOE's Office of Environmental Management (EM) or for which no contractor performance data is available in PPIRS, the Offeror shall provide the Attachment L-4 Past Performance Cover Letter and Questionnaire to the client identified on the Attachment L-3.)

Sample Past Performance Letter

Date _____

Dear _____:

We are currently responding to the Department of Energy (DOE) Request for Proposals No. DE-SOL-0007872 for Environmental Management Headquarters Information Technology Services, and we are asking for your assistance in completing the attached questionnaire and forwarding to the DOE to aid in its evaluation of our past performance.

The solicitation places significant emphasis on past performance as a source selection factor. In addition to requesting the attached Questionnaire be completed, the Government is requiring that clients of entities responding to the solicitation be identified and their participation in the evaluation process be requested. In the event you are contacted for information by the Government on work we have performed, you are hereby authorized to respond to those inquiries.

Please return the completed questionnaire no later than the due date of proposals: [TBD]

YOU ARE HIGHLY ENCOURAGED TO SCAN AND EMAIL THE QUESTIONNAIRE TO THE EMAIL ADDRESS PROVIDED BELOW:

Email Address: Jodi.gordon@emcbc.doe.gov

If you are unable to scan and email a copy, it can be mailed to the following address:

United States Department of Energy
Environmental Management Consolidated Business Center
Office of Contracting, Attn: Ms. Erin Kroger
250 E 5th Street, Suite 500
Cincinnati, OH 45202

If mailing, please mark the envelope:

“PROCUREMENT SENSITIVE SOURCE SELECTION INFORMATION - SEE FAR 3.104”

“TO BE OPENED ONLY BY THE CONTRACTING OFFICER”

Respondents are strongly encouraged to provide an explanatory narrative under Additional Comments in the attached form. If more space is needed, please attach additional pages.

PAST PERFORMANCE QUESTIONNAIRE:

A. REFERENCED CONTRACT AND CLIENT INFORMATION

Name of Company Being Evaluated:	
Evaluator's Name:	
Evaluator's Address:	
Evaluator's Phone:	
Evaluator's Organization:	
Evaluator's role in the management of the contract:	
Contract Name or Title, Contract Number and Type of Contract:	

B. RATING SCALE AND DEFINITIONS:

Rating	Definition	Note
Exceptional	Performance meets contractual requirements and exceeds many to the Client's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Client. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
Very Good	Performance meets contractual requirements and exceeds some to the Client's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	To justify a Very Good rating, identify a significant event and state how it was a benefit to the Client. There should have been no significant weaknesses identified.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant weaknesses identified. Note: The contractor should not be

		evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	To justify Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the Client. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).

C. ASSESSMENT AREAS:

1. Quality of Product or Service

Example: How well did the Contractor provide services that met the terms of the contract? How technically accurate were the contractor deliverables? What was the quality level of the contractor deliverables? How well did the Contractor perform the contract services in a safe manner?

☐ Exceptional
☐ Very Good
☐ Satisfactory
☐ Marginal
☐ Unsatisfactory
☐ Not Applicable
☐ Do Not Know

Supporting Narrative:

2. Schedule Compliance

Example: How well did the Contractor provide timely services in accordance with contract schedules? How well did the Contractor take measures to minimize delays that were within their control?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

3. Cost Control

Example: How well did the Contractor control its costs?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

4. Business Relations

Example: How well did the Contractor interface with you to address requests, complaints, and inquiries?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

5. Management of Key Personnel/Staffing

Example: How well did the Contractor allocate the appropriate personnel resources to meet customer needs?
How well did the Contractor provide staff on short notice for quick turnaround of personnel?

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

6. If given the choice, would you select this contractor again to perform your required services?

<input type="radio"/>	<input type="radio"/>
Would	Would not

For any rating(s) less than satisfactory, please attach an explanatory narrative. We greatly appreciate your time and assistance in completing this questionnaire.

Additional Comments:

**ATTACHMENT L-5: LIST OF CONTRACTS TERMINATED FOR CONVENIENCE
OR DEFAULT**

Client Name	Contract #	Client Point of Contact (POC)	POC Contact Info (address, phone, e-mail)	Period of Performance	Termination Type and Reason	Description of Work Scope	Dollar Value of Contract

ATTACHMENT L-6: PERFORMANCE GUARANTEE AGREEMENT

****Only to be completed if Offeror is a joint venture, limited liability company, other similar entity or a newly formed entity.*

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract DE-____[TBD]_____ for the provision of services to support the U.S. Department of Energy (DOE) Environmental Management (EM) program mission for a wide range of IT services required by EM HQ and the EM Consolidated Business Center in Cincinnati, OH, in support of the EM field sites (the "Contract") dated _____, by and between the Government and _____ (Contractor/Prime Offeror), the undersigned, _____ (Guarantor), a corporation incorporated in the State of _____ with its principal place of business at _____ hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor there under, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any

modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on (date) _____.

NAME OF CORPORATION: _____

NAME AND POSITION OF OFFICIAL EXECUTING PERFORMANCE GUARANTEE AGREEMENT ON BEHALF OF GUARANTOR: _____

ATTESTATION INCLUDING APPLICATION OF SEAL BY AN OFFICIAL OF GUARANTOR AUTHORIZED TO AFFIX CORPORATE SEAL: _____

**ATTACHMENT L-7: LIMITATIONS ON SUBCONTRACTING (FAR 52.219-14)
VERIFICATION, CLINS 1-50**

Cost of Contract Performance Calculations:

(a) Prime Offeror's total cost of contract performance (i.e., Sum of Total Burdened Labor, excluding profit/fee, for CLINs 1-50)	\$ -
(b) Subcontractors'/Consultants cost of contract performance (i.e., Sum of Total Burdened Subcontract/Consultant Labor, excluding profit/fee, for CLINs 1-50)	\$ -
(c) Total Cost of Contract Performance (a + b):	\$ -

Percent Calculations:

(d) Prime Offeror's percent of the cost of contract performance (a / c):	%
(e) Subcontractors'/Consultants percent of the cost of contract performance (b / c):	%
TOTAL (d + e):	

(1) Per FAR 52.219-14(c) & (c)(1), "By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for - *Services (except construction)*...At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern." The "cost of contract performance incurred for personnel" calculated above is in accordance with CFR Title 13, Ch 1, Part 125.6(e)(2), which defines said cost as direct labor and indirect costs whose base(s) include labor, including G&A (i.e., burdened labor costs excluding profit/fee).

(2) Per the limitations on subcontracting clause referenced above, the Offeror's proposed percent of the total cost of contract performance must be at least 50% to be considered for award (i.e., line (d) must be greater than or equal to 50%). The proposal will not be considered for award if the Offeror's proposed percent of the total cost of contract performance is less than 50%.

ATTACHMENT L-8: OFFEROR'S ACCOUNTING SYSTEM INFORMATION

1. Is the proposed accounting system in accordance with generally accepted accounting principles applicable in the circumstances? Explain.
2. Does the proposed accounting system provide for:
 - a. Proper segregation of direct costs from indirect costs? Explain.
 - b. Identification and accumulation of direct costs by contract? Explain.
 - c. A logical and consistent method for the allocation of indirect costs to intermediate and final cost objectives? (A contract is a final cost objective.) Explain.
 - d. Accumulation of costs under general ledger control? Explain.
 - e. A timekeeping system that identifies employees' labor by intermediate or final cost objectives? Explain.
 - f. A labor distribution system that charges direct and indirect labor to the appropriate cost objectives? Explain.
 - g. Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account? Explain.
 - h. Exclusion from costs charged to Government contracts of amounts which are not allowable in terms of FAR 31, Contract Cost Principles and Procedures, or other contract provisions? Explain.
 - i. Identification of costs by contract line item and by units (as if each unit or line item were a separate contract) if required by the proposed contract? Explain.
 - j. Segregation of preproduction costs from production costs? Explain.
3. Does the proposed Accounting System provide financial information:
 - a. Required by contract clauses FAR 52.232-20, Limitation of Cost, and 52.232-22, Limitation of Funds? Explain.
 - b. Required to support requests for progress payments? Explain.
4. Is the proposed accounting system designed, and are the records maintained in such a manner, that adequate, reliable data are developed for use in pricing follow-on acquisitions? Explain.
5. Is the accounting system currently in full operation? If not, describe which portions are:
(1) in operation; (2) set up, but not yet in operation; (3) anticipated; or (4) nonexistent.

ATTACHMENT L-9: HISTORICAL SITE INFORMATION

I. Historical Staffing Levels (Yearly)

Description	Historical Approximate FTEs	Historical Approximate Costs (Fully Burdened)	Notes

ATTACHMENT L-10: SUBCONTRACT COSTS BY CLIN



Limitation of
Subcontracting.xlsx